

4 a storage unit for storing the information demodulated;
5 a display unit for expressing the information in one of a visual state and an
6 audible state; and
7 an output controller for making the information be expressed on the display unit.

REMARKS

Claims 1-41 are pending in the Application.

Claims 1-41 stand rejected.

I REJECTIONS UNDER 35 U.S.C. §102

Claims 1-7 stand rejected under 35 U.S.C. §102(e) as being anticipated by *Gothard* (U.S. Patent No. 6,215,411). In response, Applicants respectfully traverse this rejection. As the Examiner is well aware, for a claim to be rejected under §102, each and every element of the claim must be found within the cited prior art reference.

More specifically with respect to claim 1, Applicants respectfully assert that *Gothard* does not teach the network whereby the remote computer is coupled to the information handling system associated and coupled to the electronic billboard via a network, nor does *Gothard* teach that information is sent over the network for display on the electronic billboard. *Gothard* teaches that information is uploaded from the computer 24 to the controller 22 either by the point-to-point phone line connecting modems 32 and 34 or the point-to-point satellite connection 36. Such point-to-point connections are not a network, since only a single transmission channel is permitted between modems 32 and 34 or between the satellite transmitter, the satellite 36, and the controller 22. As is well understood in the art, a network is

utilized when there are more than two information handling systems that need to be interconnected to each other. A network is not needed when there is merely one computer that needs to be talking to another computer.

Further, the phone line between modems 32 and 34 or the satellite connection do not equate to an open network, nor do they equate to the Internet. The Examiner is respectfully requested to note that the world wide web connection into computer 24 is not utilized by *Gothard* to transmit information from computer 24 to controller 22. Therefore, claims 5 and 6 are not anticipated by *Gothard*.

The Examiner has stated in paragraph 2, page 2 of Paper No. 9 that claim 7 is rejected under 35 U.S.C. §102. Applicants believe this is a typographical error by the Examiner, since the Examiner provides no support for this rejection and further rejects claim 7 under §103 as noted below.

II REJECTIONS UNDER 35 U.S.C. §103

Claims 7-41 stand rejected under 35 U.S.C. §103 as being unpatentable over *Gothard* in view of *Angles, et al.* (U.S. Patent No. 5,933,811). In response, Applicants respectfully traverse these rejections. Claims 8-13 have been canceled.

With respect to claims 14-17, Applicants respectfully assert that the Examiner has glossed over many of the claim limitations recited within these claims, and more specifically has ignored certain claim limitations as further detail below. Equating claim 14 to the teachings in *Angles* as the Examiner has done, the first and second electronic billboards and their respective first and second information handling systems will equate to the consumer computers 12, and the third information handling system equates to either the advertisement provider computer 18 or the content provider computer 14. The problem with the Examiner's rejection is that the step of "selecting, via the third information handling system, which of the first and second electronic billboards will display the information" is not taught or suggested within either *Angles*, or

Gothard, nor their combination. *Gothard* does not teach such a step, since *Gothard* only shows a single controller 22 and its associated display screen 20 connected in a point-to-point manner to computer 24. There is no second electronic billboard and associated information handling system coupled via a network to computer 24. Therefore, Applicants respectfully assert that it is impossible for *Gothard* to select which of a couple of electronic billboards to upload information to for display. Likewise, Applicants respectfully assert that *Angles* also does not teach or suggest this step. The invention described in *Angles*, as described above, involves a consumer computer 12 requesting information from a content provider computer 14, which information is then transferred to the consumer computer 12. The browser on the consumer computer 12 will then make a request over the Internet 33 to the advertisement provider computer 18 for the advertising insert 56 to add to the electronic page 32 sent by the content provider computer 14. Both of these pieces of information are then displayed on the consumer computer 12. Applicants respectfully assert that *Angles* does not teach selecting by either the content provider computer 14 or the advertisement provider computer 18 which of a couple of consumer computers 12 for displaying information that is then uploaded to the consumer computer 12 and displayed thereon. In fact, it is the consumer computer 12 that decides that it is going to display information provided by both of the computers 14 and 18. *Angles* does not teach that either the content provider computer 14 or the advertisement provider computer 18 makes a determination, and thus a selection, of which of the consumer computers 12 to upload the electronic page 32 and advertising insert 56 for display.

As a result, since neither *Angles* nor *Gothard* teaches or suggests the selecting, uploading, and displaying steps in claim 14, it is therefore logical that their combination also will not teach these claim limitations, and therefore one of the basic requirements for a *prima facie* case of obviousness, as set forth in MPEP §2143, is missing. Furthermore, the Examiner's rejection relies upon his interpretations of the teachings in *Angles*. Applicants have shown above that such interpretations are in error. An applicant may specifically challenge an obviousness rejection by

showing that the Examiner based his obviousness determination on incorrect factual predicates. *In re Rouffet*, 47 U.S.P.Q.2d 1453, 1455 (Fed. Cir. 1998). That is the case in this instance. As a result, Applicants assert that they have overcome the Examiner's *prima facie* case of obviousness.

Claim 15 recites the step of selecting, via the third information handling system, a time period for displaying information on the selected electronic billboard, and then displaying the information on the selected electronic billboard during the select time period. With respect to the rejection of claims 14-17 on page 4 of Paper No. 9, Applicants respectfully assert that the Examiner has failed to prove a *prima facie* case of obviousness in rejecting claim 15, since the Examiner has not specifically addressed these claim limitations.

Claim 16 recites that the electronic billboard is selected from a list of available electronic billboards which includes the first and second electronic billboards. Neither *Angles* nor *Gothard* teaches or suggests this claim limitation, nor has the Examiner in any way specifically addressed these claim limitations. As a result, Applicants respectfully assert that the Examiner has failed to prove a *prima facie* case of obviousness in rejecting claim 16.

Claim 17 further recites that this list includes a map of the first and second locations. The Examiner has failed to specifically address these claim limitations, and thus has failed to prove a *prima facie* case of obviousness. Furthermore, Applicants have reviewed the cited prior art references, and there is no teaching or suggestion of such a map.

With respect to claim 18, the Examiner has asserted that *Angles* teaches the step of charging an amount of money for the display of information on the selected electronic billboard. Applicants respectfully traverse the Examiner's interpretation of the disclosure in the abstract in *Angles*. *Angles* merely teaches that the advertisement provider will credit a consumer account, a content provider account, and an Internet provider account each time a consumer views a custom advertisement. However, this is not the same as charging an amount of money for the display of the information on the selected electronic billboard. Again, Applicants respectfully assert that

the Examiner's obviousness rejection relies upon an incorrect factual predicate, which Applicants have shown is in error. *Id.*

The Examiner has rejected claims 19-23 in the same manner that the Examiner has rejected claims 14-18. However, claims 19-23 are recited in means plus function language, and the Examiner is required to examine these claims to read on only the structures or materials disclosed in the specification and "equivalents thereof." MPEP §2106. Applicants respectfully assert that neither *Angles* nor *Gothard*, nor their combination, teach or suggest the limitations of claim 19-23 when interpreted in this manner.

With respect to claims 24-26, all the Examiner has asserted is that "*Angles* teaches 'a method of uploading advertising data...a selected time' (see col. 5, lines 60, col. 6 to col. 7, lines 42)." First, Applicants respectfully assert that this assertion by the Examiner is inadequate to prove a *prima facie* case of obviousness in rejecting claims 24-26, since these claims recite limitations not found within any of the other claims, and thus the Examiner has failed to specifically address certain claim limitations within claims 24-26. Second, Applicants respectfully assert that claims 24-26 recite limitations not taught or suggested within either of *Angles* or *Gothard*, or their combination, and thus a main prong of a *prima facie* case of obviousness has not been met by the Examiner. M.P.E.P. § 2143.03.

More specifically, claim 24 recites uploading advertising data to an ebillboard.net server via a remote computer by an advertiser. Neither *Angles* nor *Gothard*, nor their combination, teaches or suggests such an ebillboard.net server, which is specifically disclosed on page 9 as a server 402 (see FIG. 4) that receives an advertisement from an advertiser and then downloads that advertisement to the electronic billboard's website for display on the electronic billboard.

Furthermore, the Examiner has not in any way addressed the claim limitation of uploading additional information concerning the advertiser via the remote computer by the advertiser at the advertiser's option. Furthermore, nowhere within *Angles* or *Gothard*, or their

combination, is it disclosed or taught to transmit the optional additional information concerning the advertiser from the ebillboard.net server to a web site dedicated to the selected billboard.

Furthermore, the step of displaying on the selected billboard the advertising information at a selected time is not taught or suggested within either of the prior art references or their combination. The language cited by the Examiner from col. 5, line 60 to col. 7, line 42 does not support the Examiner's position, and Applicants respectfully request the Examiner to cite the specific language, and not language covering three columns, in support of the Examiner's assertion that such a selected time is taught or suggested within *Angles*.

Claim 25 recites that the consumer viewing the selected billboard is informed of the availability of the additional information concerning the advertiser at the website dedicated to the selected billboard. The Examiner has completely ignored these claim limitations, and has thus failed to prove a *prima facie* case of obviousness in rejecting claim 25. Furthermore, Applicants assert that the Examiner has failed to prove a *prima facie* case in rejecting claim 26, since the Examiner has not specifically addressed the claim limitation wherein the consumer viewing the selected billboard accesses the additional information concerning the advertiser through the website dedicated to the selected billboard.

With respect to claim 27, the Examiner has cited col. 11, line 50 - col. 12, line 36 in *Angles* as teaching these claim limitations. Applicants respectfully traverse. Though *Angles* teaches that the consumer computer 12 will receive an electronic page 32 from the content provider 14, and will then send a request for the advertising insert 56 to the advertisement provider computer 18, this does not equate to receiving over a first network first information and a designation of a first target display, and then sending the first information over a second network to the first designated target display. For *Angles* to teach these claim limitations, *Angles* would have to teach that the consumer computer 12 receives the electronic page 32 and then sends that electronic page to the advertisement provider computer 18 to a target display associated with the advertisement provider computer 18. That is not what is being taught within

Angles. Therefore, the Examiner's logic in interpretation of *Angles* does not support his rejection. *In re Rouffet*. Nowhere within *Angles* or *Gothard* or their combination is it taught that the consumer computer 12 receives an electronic page 32 that includes a designation of a first target display, and then this electronic page 32 is then sent over the communication medium 20 to the advertisement provider computer 18 to be displayed on that computer 18.

More specifically with respect to claim 31, it recites that this first information is displayed by the first designated target display. Again, this is not taught or suggested within the cited prior art references or their combination.

With respect to claim 32, the Examiner has attempted to assert that the designated target displays are taught within col. 14, line 37. This recitation in *Angles* does not support the Examiner's rejection of claim 32. All that this language within *Angles* teaches is that when a content provider 14 registers with an advertisement provider 18, it provides the content provider's website address and other information pertaining to the content provider. This is not in any way teaching or suggesting that the first designated target display is selected from one of a plurality of target displays to which the first information could be designated. The content provider's website address cannot be one of a plurality of target displays, since the information to be displayed, i.e., the electronic page 32 and the advertising insert 56, are not going to be displayed at the website address of the content provider computer 14, but are instead to be displayed on the consumer computer 12.

Likewise, claim 34 is also not taught or suggested by the cited prior art references under the same reasoning.

With respect to claim 35, the Examiner has not in any way specifically addressed these claim limitations, and thus has failed to prove a *prima facie* case of obviousness in rejecting claim 35.

With respect to claim 36, the Examiner has failed to prove a *prima facie* case of obviousness in rejecting this claim, since the Examiner has failed to specifically address these

claim limitations. Furthermore, nowhere within *Angles* or *Gothard* or their combination is it taught or suggested that the first information is accompanied with a time when the first information is to be displayed on the first designated target display. Nowhere within *Angles* is it taught or suggested that when the electronic page 32 or the advertising insert 56 are sent to the consumer computer 12, they are accompanied with a specific time at which this information is to be displayed to the consumer computer 12.

Likewise, with claim 37, there is nowhere to be taught or suggested within *Angles* or *Gothard*, or their combination, the step of receiving a designation of a time that the target display device is to display the content. The Examiner's citation of col. 16, lines 38-44 in *Angles* does not in any way refer to a specific time or date that the information is to be displayed, but instead teaches paying the consumer with digital cash each time a consumer views an advertisement.

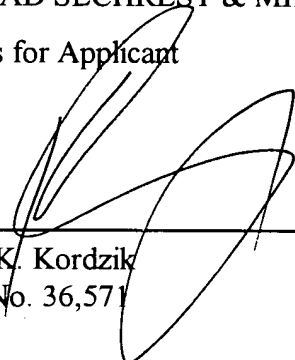
With respect to claims 40 and 41, the consumer member code 22 does not in any way teach or suggest the step of outputting information on whether the target display device is available to display to content, permitting a selection of the target display device if it is available to display the content, and preventing a selection of the target display device if it is not available to display the content. The Examiner has failed to prove a *prima facie* case of obviousness in rejecting claim 40, since the Examiner has completely ignored several limitations within this claim. Likewise, the Examiner has failed to prove a *prima facie* case of obviousness in rejecting claim 41, since the Examiner's citation of col. 16, lines 38-44 in *Angles* has no relation to date and time availability contrary to the Examiner's assertions.

III CONCLUSION

As a result of the foregoing, it is asserted by Applicants that the remaining claims in the Application are in condition for allowance, and respectfully request an early allowance of such claims. Applicants further assert that the prior art does not teach or suggest the newly added claims.

Applicants respectfully request that the Examiner call Applicants' attorney at the below listed number if the Examiner believes that such a discussion would be helpful in resolving any remaining problems.

Respectfully submitted,
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APPENDIX

1 5. (Amended) A display system comprising:
2 an electronic billboard having an electronic display;
3 an information handling system coupled to the electronic display and operable for
4 controlling what is displayed on the electronic display;
5 an open [a] network coupled to the information handling system; and
6 a computer remotely located relative to the information handling system and coupled to
7 the information handling system via the open network, the computer operable for receiving input
8 for sending information over the open network to the information handling system for display on
9 the electronic display of the electronic billboard.

1 6. (Amended) A display system comprising:
2 an electronic billboard having an electronic display;
3 an information handling system coupled to the electronic display and operable for
4 controlling what is displayed on the electronic display;
5 the Internet [a network] coupled to the information handling system; and
6 a computer remotely located relative to the information handling system and coupled to
7 the information handling system via the [network] Internet, the computer operable for receiving
8 input for sending information over the [network] Internet to the information handling system for
9 display on the electronic display of the electronic billboard.